

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

JUAN JESUS MATA ENRIQUEZ and JAVAL ENCARNACION, individually and on behalf of all other persons similarly situated,

Case No. 1:21-cv-11195

Plaintiff,

VS.

189 CHRYSTIE STREET PARTNERS, LP
d/b/a THE BOX, VARIETY WORLDWIDE
LLC, SIMON HAMMERSTEIN and JAVIER
VIVAS, Jointly and Severally,

CLASS ACTION

**DECLARATION OF MARY BUTLER
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

Defendants.

DECLARATION OF MARY BUTLER

I, MARY BUTLER, hereby declare:

1. I am employed as a Project Manager by Simpluris, Inc. ("Simpluris"), the claims administrator in the above-entitled action. Our Corporate Office address is 3194-C Airport Loop Dr., Costa Mesa, CA 92626. My telephone number is (714) 640-5607. I am over twenty-one years of age and authorized to make this declaration on behalf of Simpluris and myself.

2. Simpluris is a Class Action Settlement Administration company located in Costa Mesa, California. It was founded by individuals who have each managed hundreds of settlements, along with professionals in the areas of Software Development, Third-Party Claims Administration, Mail-House Operations, and Call Center Support Management.

3. Simpluris was approved by Counsel for Juan Jesus Mata Enriquez and Javal Encarnacion, (“Plaintiffs”), and 189 Chrystie Street Partners, LP dba The Box and Variety Worldwide LLC, Javier Vivas, and Simon Hammerstein (“Defendants”), (collectively the “Parties”), to provide settlement administration services in the *Enriquez et. al. v. 189 Chrystie Street Partners LP et. al.* case (“Settlement”). In this capacity, Simpluris was charged with (a) establishing and maintaining a related settlement fund account; (b) establishing and maintaining a calendar of administrative deadlines and responsibilities; (c) processing and mailing payments to the Plaintiffs, Class Counsel and Class Members; (d) printing and mailing the Notice Class Action Settlement to Class Members; (e) receiving and validating Claim Forms, Requests for Exclusion, Objections or Disputes of Workweeks submitted by Class Members; (f) calculating Employer Payroll Taxes and providing appropriate forms and calculations to Defendants; (g) mailing settlement checks, (h) providing counsel with weekly reports; and (i) other tasks as the Parties mutually agree or the Court orders Simpluris to perform.

TOLL FREE TELEPHONE HELPLINE

4. A toll-free telephone number was included in the Class Notice for the purpose of allowing the Class Members to call Simpluris and to make inquiries regarding the Settlement. The system is accessible 24 hours a day, 7 days a week, and will remain in operation throughout the settlement process. Callers have the option to speak with a live call center representative during normal

1 business hours or to leave a message and receive a return call during non-business hours. Spanish-
2 speaking representatives are available during normal business hours. The toll-free telephone number
3 included in the Notice of Class Action Settlement was (888) 369-3780 and was live on February 10,
4 2022.

5 **NOTIFICATION TO THE CLASS**

6 5. On January 30, 2023, Simpluris received the Court-approved Notice Class Action
7 Settlement (hereafter “Notice”). The Class Notice advised Class Members of their right to submit a
8 claim form, request exclusion from the Settlement, object to the Settlement, dispute workweeks, do
9 nothing, and the implications of each such action. The Class Notice advised Class Members of
10 applicable deadlines and other events, including the Final Approval Hearing, and how Class Members
11 could obtain additional information.

12 6. On January 30, 2023, Defense Counsel provided Simpluris with a mailing list (“Class
13 List”) containing Class Members’ names, most recent mailing address, Social Security numbers and
14 dates of employment for each Class Member during the Class Period. The Class List contained data for
15 forty seven (47) Class Members.

16 7. The mailing addresses contained in the Class List were processed and updated utilizing
17 the National Change of Address Database (“NCOA”) maintained by the U.S. Postal Service. The
18 NCOA contains requested changes of address filed with the U.S. Postal Service. In the event that any
19 individual had filed a U.S. Postal Service change of address request, the address listed with the NCOA
20 would be utilized in connection with the mailing of the Class Notice. Simpluris was able to locate six
21 (6) updated addresses using NCOA prior to the mailing of the Class Notice.

22 8. On February 10, 2023, Class Notice was mailed to forty seven (47) Class Members with
23 addresses contained in the Class List via First Class mail or updated via the NCOA search. A copy of
24 the Class Notice is attached hereto as **Exhibit A**.

25 9. A total of ten (10) Class Notices were returned to Simpluris. Of these, none (0) were
26 returned with a forwarding address. If a Class Member’s Class Notice was returned by the USPS as
27 undeliverable and without a forwarding address, Simpluris performed an advanced address search (i.e.
28

1 skip trace) on all of these addresses by using Accurint, a reputable research tool owned by Lexis-Nexis.
2 Simpluris used the Class Member's name and previous address to locate a current address. Through
3 the advanced address searches, Simpluris was able to locate ten (10) updated addresses and Simpluris
4 promptly mailed a Class Notice to those updated addresses. Ultimately, there were zero (0) Class
5 Notice that were undeliverable.

6 10. On April 10, 2023, Simpluris was notified by Class Counsel that one (1) Class Member
7 had inadvertently been omitted from the Mailing List. A Notice packet was mailed and emailed to the
8 member on April 10, 2023.

9 11. On April 7, 2023, Simpluris received an order granting Motion for Extension of Time;
10 granting Motion to Adjourn Conference. The motion requested for an extension of the Bar Date for
11 class member to submit their claim forms, objections, and opt out request by April 25, 2023 and the
12 final haring is adjourned to Friday, May 12, 2023.

13 12. On April 18, 2023, Simpluris sent an email and text campaign to the class members
14 informing them of the extension of the Bar Date and the new Fairness Hearing date. A copy of the
15 email and text campaign are attached hereto as **Exhibit B** and **Exhibit C**.

16 **REQUESTS FOR EXCLUSION, OBJECTIONS AND DISPUTES**

17 13. The deadline for Class Members to submit a Request for Exclusion, Object to the
18 Settlement or Dispute work weeks was April 25, 2023.

20 14. As of this date, Simpluris has received two (2) Requests for Exclusion from a Class
21 Member.

22 15. As of this date, Simpluris has not received any Objections to the Settlement from Class
23 Members.

24 16. As of this date, Simpluris has not received any Disputes regarding work weeks from
25 Class Members.

26 **CLASS MEMBER AWARDS**

17. Simpluris was responsible for receipt of all Claim Forms. As of this date, Simpluris has received claims from 25 Class Members. The 25 valid claims represent 52.08% of the entire Settlement Class.

18. As of this date, there are twenty-five (25) Class Members who will be paid their portion of the Net Settlement Fund.

19. The *average estimated payment* is \$4,634.90 and the *highest estimated payment* is \$5,934.46. These amounts are not final since timely responses can be received several days after the April 25, 2023 postmark deadline.

ADMINISTRATION COSTS

20. Simpluris' total costs for services in connection with the administration of this Settlement, including fees incurred and anticipated future costs for completion of the administration, are \$6,529.21. Simpluris' work in connection with this matter will continue with the calculation of the settlement checks, issuance and mailing of those settlement checks, etc., and to do the necessary tax reporting on such payments.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 28th day of April 2023, in Frisco, Texas.

Mary C Butler
Mary Butler

Exhibit A

**IMPORTANT COURT-APPROVED NOTICE ON
A CLASS ACTION LAWSUIT SETTLEMENT AND FINAL FAIRNESS HEARING**

TO: ALL INDIVIDUALS WHOM 189 CHRYSTIE STREET PARTNERS, LP D/B/A “THE BOX,” VARIETY WORLDWIDE LLC, SIMON HAMMERSTEIN AND JAVIER VIVAS HAVE EMPLOYED AS SERVERS, BARTENDERS, AND BUSSERS AT ANY TIME DURING THE PERIOD FROM DECEMBER 30, 2015 TO DECEMBER 31, 2021.

«IMpulBarcodeEncoded»

«FirstName» «LastName»
 «Address1» «Address2»
 «City», «State» «Zip»-«ZipDPC3»

SIMID «SIMID»
 «Barcode»

Based on the records of 189 Chrystie Street Partners d/b/a “The Box” (“The Box”), you were employed as a server, bartender, and busser at any time during the period from December 30, 2015 to December 31, 2021 (the “Covered Period”) and are eligible to participate in the proposed settlement of the case captioned *Juan Jesus Mata Enriquez and Javal Encarnacion, individually and on behalf of all other persons similarly situated v. 189 Chrystie Street Partners, LP d/b/a The Box, Variety Worldwide LLC, Simon Hammerstein and Javier Vivas, Jointly and Severally*, Case No. 1:21-cv-11195 (U.S. District Court for the Southern District of New York) (the “Action”).

PLEASE READ THIS NOTICE CAREFULLY. It contains important information about your rights concerning the settlement of the Action. If the Court approves the settlement, you will be bound by its terms unless you affirmatively opt out of the settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
FILE A CLAIM	If you sign and mail the enclosed Claim Form to the Claims Administrator by April 11, 2023 and the Court approves the Settlement, you will receive \$«MERGED_ClassAmnt_CALC», less payroll withholdings. By accepting your share of the Settlement, and completing and returning the attached Claim Form, you waive certain claims against Defendants as described in more detail in the Claim Form and below.
DO NOTHING	If you do nothing, you will NOT receive your share of the Settlement with Defendants, and, if the Court approves the Settlement, you will be barred from bringing certain claims against Defendants as described below.
OBJECT	You may object to the terms of the Settlement with Defendants by mailing a written objection to the Court and Class Counsel by April 11, 2023.
EXCLUDE YOURSELF	You may send a letter asking to be excluded from this Settlement. If you choose to exclude yourself from the Settlement, you will not receive your share of the Settlement with Defendants and you will not waive any claims against Defendants.

DETAILED DESCRIPTION OF THE SETTLEMENT AND YOUR LEGAL RIGHTS

1. WHAT IS THE PURPOSE OF THIS NOTICE?

A Classwide Settlement Agreement has been reached between former employees of 189 Chrystie Street Partners, LP d/b/a The Box, Variety Worldwide LLC, Simon Hammerstein and Javier Vivas (the “Defendants”). The Class Members in this Action include anyone who worked for the Defendants as a server, bartender, and busser at any time during the period from December 30, 2015 to December 31, 2021 (the “Class Members”).

The Court has ordered that this Notice be sent to you because you, according to Defendants' records, qualify as a Class Member and this Settlement Agreement affects your rights. A claim form is enclosed for you to execute and return to the Claims Administrator (as discussed below in Paragraph 6) in order to recover your settlement amount. We have provided you a pre-paid envelope for this purpose. **If you do not return the claim form on or April 11, 2023, you will not receive your share of the settlement.**

2. WHAT IS THIS CASE ABOUT?

Former employees (the "Plaintiffs") filed the Action against the Defendants asserting that they violated the New York Labor Law by failing to pay the Class Members the minimum wage, failed to provide them the Notice and Acknowledgement of Payrate and Payday, failed to provide them an accurate wage statement and violated the Labor Law and Fair Labor Standards Act by unlawfully retaining their gratuities.

Defendants deny these allegations and maintain that they properly paid all of their employees, did not unlawfully retain their gratuities and tips, and complied with all recordkeeping requirements.

The Court did not decide which side was right. Both sides agreed to the settlement to resolve the case, and avoid further disputes, inconvenience, and expense. The Settlement is not to be construed as or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of the Defendants.

The attorneys for the Class ("Class Counsel") in this Action are:

Douglas Lipsky
 Sara Isaacson
 LIPSKY LOWE LLP
 420 Lexington Avenue, Suite 1830
 New York, New York 10170-1830
 212.392.4772
 doug@lipskylowe.com
 sara@lipskylowe.com

The attorneys for the Defendants in this Action are:

Adam Collyer
 LEWIS BRISBOIS BISGAARD & SMITH LLP
 77 Water Street, 21st Floor
 New York, New York 10005
 626.783.1723
 Adam.Collyer@lewisbrisbois.com

3. WHAT ARE THE TERMS OF THE SETTLEMENT AGREEMENT?

If the Court gives the Settlement final approval, Defendants will pay a maximum of \$425,000.00 in total settlement funds. If the Court also approves the payments set forth below, the following payments and expenses will be deducted from the \$425,000.00 prior to distribution of the settlement funds to Class Members who submit timely and valid Claim Forms ("Authorized Claimants"):

- **Attorneys' Fees and Costs:** Class Counsel will apply to the Court for recovery of attorneys' fees and expenses of \$141,666.67 (1/3 of the Settlement) from the Settlement Fund. This amount will be requested pursuant to the Plaintiffs' professional services agreement.
- **Service Payments:** If the Court approves such payments, \$15,000.00 will be paid to each Plaintiff Juan Jesus Mata Enriquez and Javal Encarnacion. These payments are being made in recognition of the many hours of services they contributed on behalf of the Settlement Class, which includes several meetings and teleconferences with Class Counsel, drafting and reviewing Court filings, attending Court conferences, and attending a mediation session with a Court appointed mediator. These payments are also in recognition of the risk they took in being retaliated against for representing the Settlement Class.
- **Administrators' Fees:** The Settlement Claims Administrator will receive a fee not to exceed \$10,000.00 from the Settlement Fund.

4. HOW WILL MY SHARE OF THE SETTLEMENT BE CALCULATED AND PAID OUT?

If the Court approves the payments listed above in Paragraph 3, then after these payments are deducted for, the remaining Settlement Fund (the "Net Settlement Sum" or "Net Settlement Fund") will be distributed based on two amounts.

Statutory Penalty Payment. Authorized Claimants shall receive \$3,185.00 for Defendants' claimed recordkeeping violations under the New York Labor Law.

Unpaid Wage Payment. The following calculations will be used to determine how much an Authorized Claimant will receive as their Unpaid Wage Payment for Defendants' claimed failure to pay the minimum wage and unlawfully retaining gratuities. First, subtracting the Class Members' total Statutory Penalty Payments from the Net Settlement Sum. Second, the total number of weeks

worked by the Authorized Claimant between December 30, 2015 and December 31, 2021 is divided by the total weeks worked by all Settlement Class Members within that period to obtain a percentage of the weeks worked during the settlement period. Third, this percentage is multiplied by the Net Settlement Sum to obtain the appropriate dollar amount allocated to that particular Authorized Claimant. This formula ensures those who worked the most get paid the largest Unpaid Wage Payment.

Your total Settlement Payment will be your Statutory Penalty Payment + your Unpaid Wage Payment. When combined, this amount is called your “Individual Settlement Payment.” This is the amount listed on your Claim Form.

Taxes. If you are an Authorized Claimant, then (1) 100% of the Statutory Penalty Payment made to you from the Settlement Fund shall be reported on an IRS Form 1099 (2) 50% of the Unpaid Wage Payment made to you from the Settlement Fund shall be deemed taxable, wage income paid under an IRS Form W-2, and subject to ordinary payroll withholdings; (3) 50% of the Unpaid Wage Payments made to you from the Settlement Fund shall be attributed to alleged liquidated damages and reported on an IRS Form 1099. You will ultimately receive one check that reflects all of these calculations. You will be solely responsible for any taxes due on your Individual Settlement Payment.

180 Days to Deposit Your Check. Your check will be valid for 180 days, beginning on the date it is mailed to you. If you fail to timely deposit or cash your check during that 180-day period, your Individual Settlement Payment will be void. You will not be issued a new check if you fail to timely deposit or cash your check, but you may be issued a new check if you request it during the 180 days it is valid.

5. WHEN WILL I GET PAID? WHO CAN I ASK TO FIND OUT WHEN I GET PAID?

Before any money gets paid, the Court has to grant final approval of the Settlement. The Court typically grants final approval after the Final Fairness Hearing, which is described below in Paragraph 10. Once the Court grants final approval, the payments will be made within 30 days.

6. HOW CAN I COLLECT MY SHARE OF THE SETTLEMENT?

In order to collect your Settlement Payment, you must completely fill out the Claim Form, which is attached to this notice, and you must mail it, so that is postmarked on or before April 11, 2023, to:

Enriquez et al. v. 189 Chrystie Street Partners LP et al.
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799

By filling out this claim form, you will also be joining this case under the FLSA (this sometimes referred to as “opting-in”).

7. WHAT IS THE LEGAL EFFECT OF THE SETTLEMENT?

If the Court grants Final Approval of this Settlement, in connection with Defendants employing you at The Box at any time period between December 30, 2015 and December 31, 2021, you will fully release Defendants for all claims and causes of action you have against them for their alleged failure to pay you the minimum wage under the New York Labor Law, failure to provide you the Notice and Acknowledgment of Payrate and Payday under N.Y. Lab. Law § 195.1, failure to provide you an accurate wage statement under N.Y. Lab. Law § 195.3 with every wage payment, and unlawfully retaining your gratuities under the Labor Law and Fair Labor Standards Act. You will, however, only release Defendants of your claims under the FLSA, which span from December 30, 2018 to December 31, 2021, if you timely submit the Claim Form. The two time periods is because the statute of limitations for claims under the FLSA are 3 years and 6 years under the New York Labor Law.

The “Released Claims” also includes all types of relief available for the above-referenced theories of relief, including any unpaid wages, civil penalties for recordkeeping violations, damages, reimbursement, restitution, losses, penalties, fines, liens, attorneys’ fees, expenses, expenses, debts, interest, injunctive or declaratory relief, chargebacks, liquidated damages or similar relief.

8. HOW DO I OPT-OUT OF THE SETTLEMENT CLASS?

If you do not want to participate in the settlement, you have the option of “opting-out” of the Settlement Agreement. To opt-out of the Settlement Agreement you must do so by April 11, 2023. If you do not opt-out, you will be bound by the terms of the Settlement Agreement. To opt-out, you must mail a letter that specifically states, “I ELECT TO EXCLUDE MYSELF FROM THE SETTLEMENT IN ENRIQUEZ AND ENCARNACION V. 189 CHRYSTIE STREET PARTNERS, LP D/B/A THE BOX, VARIETY WORLDWIDE LLC, SIMON HAMMERSTEIN AND JAVIER VIVAS, 1:21-CV-11195” postmarked no later than April 11, 2023. You must include your name and address in the letter. If you choose to opt-out, send your letter to:

Enriquez et al. v. 189 Chrystie Street Partners LP et al.
c/o Settlement Administrator
P.O. Box 26170
Santa Ana, CA 92799

9. WHAT IF I HAVE AN OBJECTION TO THE SETTLEMENT?

If you wish to present objections to the proposed settlement at the Final Fairness Hearing as described in Paragraph 10 below, you must first do so in writing. Written objections must be mailed to the Claims Administrator and postmarked by April 11, 2023. Timely objections will then be filed with the Court.

Written objections must contain your name and address, must be signed by you, and must include reference to the matter of ENRIQUEZ AND ENCARNACION V. 189 CHRYSTIE STREET PARTNERS, LP D/B/A THE BOX, VARIETY WORLDWIDE LLC, SIMON HAMMERSTEIN AND JAVIER VIVAS, 1:21-CV-11195. If you object to the settlement and intend to appear at the Final Fairness Hearing, you must include with your written objection an explanation of the basis for the objection, any supporting documents, and a statement that you intend to appear and be heard at the Final Fairness Hearing. If you do not comply with the foregoing procedures and deadlines for submitting written comments or appearing at the hearing, you will not be entitled to be heard at the hearing, contest, or appeal from approval of the settlement or any award of attorneys' fees or expenses, or contest or appeal from any other orders or judgments of the Court entered in connection with the settlement. The Parties may file with the Court written responses to any filed objections. You cannot object to the Settlement and opt-out of the Settlement Class. If you opt-out, you have no basis to object because the case no longer affects you.

10. WHEN IS THE FINAL FAIRNESS HEARING?

A hearing before the Honorable Sarah Netburn, Jr. U.S.M.J., will be held on April 21, 2023 at 1:00 p.m., at the United States District Court for the Southern district of New York, 40 Foley Square, Courtroom 219, New York, New York 10007 (the "Fairness Hearing"). The purpose of this hearing will be for the Court to determine whether the Settlement is fair, adequate, and reasonable and should be approved by the Court. The Court will take into account any comments or objections filed by you in accordance with the procedures described above.

11. CAN I BE RETALIATED AGAINST FOR PARTICIPATING IN THE SETTLEMENT?

NO. The law strictly prohibits Defendants from retaliating against you for participating in the Settlement. This includes they CANNOT fire you, refuse to rehire you, demote you, reduce your work schedule, reduce your rate of pay or harass you because you participate in the Settlement.

12. HOW CAN I EXAMINE COURT RECORDS?

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you are advised to refer to the underlying documents and papers on file with the Court. Additionally, if you have questions about this Notice or want additional information, you can contact class counsel:

Douglas B. Lipsky
LIPSKY LOWE LLP
420 Lexington Avenue, Suite 1830
New York, New York 10017
Phone: 212.392.4772.

YOU ARE NOT TO CALL THE COURT WITH ANY QUESTIONS.

INDIVIDUAL SETTLEMENT CLASS MEMBER CLAIM FORM

Juan Jesus Mata Enriquez, et al. v. 189 Chrystie Street Partners, LP, et al.: 1:21-cv-11195

TO SHARE IN THE SETTLEMENT, YOU MUST COMPLETE, SIGN AND RETURN THIS CLAIM FORM AND HAVE IT POSTMARKED NO LATER THAN APRIL 11, 2023.

CORRECTIONS OR ADDITIONAL INFORMATION

Write any name and address corrections below if any is necessary OR if there is no preprinted data to the left, please provide your name and address here:

Telephone Number: _____

The records of 189 Chrystie Street Partners, LP d/b/a “The Box” (“The Box”) indicate that The Box employed you as a server, bartender, and busser at any time during the period from December 30, 2015 to December 31, 2021, and that you worked during this period for a total of «MERGED_ClassWW_CALC» weeks. Based on these records, your Settlement Payment will be \$«MERGED_ClassAmnt_CALC» less applicable taxes. If you wish to dispute these figures, you should file an objection to the settlement following the instructions provided in Paragraph 9 of the provided Notice. Only written evidence/documentation will be considered in such a dispute and must be submitted by April 11, 2023.

Provided that you timely submit this Claim Form, your award shall be determined based upon the duration of your employment at The Box, as further described in the Notice of Proposed Settlement of Class Action Lawsuit that accompanies this Claim Form. The amount of your award may be subject to tax withholdings.

By signing, you are (i) opting-into this case under the Fair Labor Standards Act, (ii) acknowledging that the weeks worked as set forth above are true and correct to the best of your knowledge and belief and (iii) releasing all claims and causes of action you have against Defendants, in connection with them employing you at The Box at any time period between December 30, 2015 and December 31, 2021, for their alleged failure to pay you the minimum wage under the New York Labor Law, failure to provide you the Notice and Acknowledgment of Payrate and Payday under N.Y. Lab. Law § 195.1, failure to provide you an accurate wage statement under N.Y. Lab. Law § 195.3 with every wage payment, and unlawfully retaining your gratuities under the Labor Law and Fair Labor Standards Act. These are your “Released Claims.” The Released Claims includes all types of relief available for the above-referenced theories of relief, including any claims for unpaid wages, civil penalties for recordkeeping violations, damages, reimbursement, restitution, losses, penalties, fines, liens, attorneys’ fees, expenses, expenses, debts, interest, injunctive or declaratory relief, chargebacks, liquidated damages or similar relief.

By signing this, you are also consenting to receive text messages on any updates on this settlement.

You sign this document and affirm the weeks worked as set forth above as true upon personal knowledge and under penalty of perjury, pursuant to 29 U.S.C. § 1746, state and declare that the above statements and affirmations by you are true and correct:

Date: _____

(Sign your name here)

Exhibit B

**Subject line: INFORMATION REGARDING THE 189 CHRYSIE STREET PARTNERS, LP D/B/A
"THE BOX" CLASS ACTION SETTLEMENT**

On April 7, 2023, the Court granted a Motion for Extension of Time. As a result, the deadline to submit a claim form to participate in, opt out of or object to the settlement is now April 25, 2023.

If you do not submit a claim form by this deadline, you will not receive your share of the settlement.

The Fairness Hearing has been rescheduled for May 12, 2023, at 10:30 a.m. and the Court will determine whether to grant final approval of the settlement and hear any objections. The hearing will be held before Magistrate Judge Sarah Netburn at the U.S. District Court for the Southern District of New York, 40 Foley Square, Courtroom 219.

If you lost or misplaced the Notice Packet, you should contact the Claims Administrator immediately at (888) 369-3780 to request another Notice Packet to be mailed to you. Again, your claim form or request to be excluded from the settlement must be post-marked on or before April 25, 2023, and mailed to the address indicated below:

Enriquez et. al. v. 189 Chrystie Street Partners LP et. al.
P.O Box 26170
Santa Ana, CA 92799

For further questions please contact (888) 369-3780

Exhibit C

**INFORMATION REGARDING THE 189 CHRYSIE STREET PARTNERS, LP D/B/A "THE BOX"
CLASS ACTION SETTLEMENT**

The deadline to submit a claim form to participate in, opt out of or object to the settlement is now April 25, 2023.

The Fairness Hearing has been rescheduled for May 12, 2023, at 10:30 a.m.

For questions, please call (888) 369-3780